

Hon. Marsha J. Pechman

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

INTERVAL LICENSING LLC,

Plaintiff,

v.

AOL, INC.; APPLE, INC.; eBAY, INC.;  
FACEBOOK, INC.; GOOGLE INC.;  
NETFLIX, INC.; OFFICE DEPOT, INC.;  
OFFICEMAX INC.; STAPLES, INC.;  
YAHOO! INC.; AND YOUTUBE, LLC,

Defendants.

Case No. 2:10-cv-01385-MJP

INTERVAL LICENSING LLC’S  
ANSWER TO COUNTERCLAIMS

**JURY DEMAND**

**INTERVAL LICENSING LLC’S ANSWER TO  
YOUTUBE LLC’S COUNTERCLAIMS**

Plaintiff Interval Licensing LLC (“Interval”), by and through its attorneys, files this Answer to the counterclaims of Defendant and Counterclaimant YouTube LLC (“YouTube”) and respectfully answers as follows:

Interval denies each and every averment set forth in the Counterclaims, except for those averments expressly and specifically admitted below. To the extent that the headings and non-numbered statements in the Counterclaims contain any averments, Interval denies each and every such averment.

1. Paragraphs 1-75 do not contain any allegations that require an answer. To the extent necessary, Interval incorporates by reference and realleges the allegations in its First Amended Complaint.

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**Affirmative Defenses**

**First Affirmative Defense**

2. Interval denies the allegations in ¶ 76.

**Second Affirmative Defense**

3. Interval denies the allegations in ¶ 77.

**Third Affirmative Defense**

4. Paragraph 78 contains legal conclusions that require no response. To the extent a response is required, Interval denies the allegations in ¶ 78.

**Fourth Affirmative Defense**

5. Paragraph 79 contains legal conclusions that require no response. To the extent a response is required, Interval denies the allegations in ¶ 79.

**Fifth Affirmative Defense**

6. Paragraph 80 contains legal conclusions that require no response. To the extent a response is required, Interval denies the allegations in ¶ 80.

**Sixth Affirmative Defense**

7. Interval denies the allegations in ¶ 81.

**Seventh Affirmative Defense**

8. Paragraph 82 contains legal conclusions that require no response. To the extent a response is required, Interval denies the allegations in ¶ 82.

**Eighth Affirmative Defense**

9. Paragraph 83 contains legal conclusions that require no response. To the extent a response is required, Interval denies the allegations in ¶ 83.

10. Paragraph 84 contains legal conclusions that require no response. To the extent a response is required, Interval denies the allegations in ¶ 84.

11. Paragraph 85 does not contain allegations that require a response. To the extent a response is warranted, Interval denies the allegations in ¶ 85.

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**Ninth Affirmative Defense**

12. Paragraph 86 contains legal conclusions that require no response. To the extent a response is required, Interval denies the allegations in ¶ 86.

**Tenth Affirmative Defense**

13. Paragraph 87 contains legal conclusions that require no response. To the extent a response is required, Interval denies the allegations in ¶ 87.

**Eleventh Affirmative Defense**

14. Paragraph 88 does not contain allegations that require a response. To the extent a response is warranted, Interval denies the allegations in ¶ 88.

**Twelfth Affirmative Defense**

15. Paragraph 89 contains legal conclusions that require no response. To the extent a response is required, Interval denies the allegations in ¶ 89.

**COUNTERCLAIMS**

**Jurisdiction and Venue**

16. Interval admits the allegations in ¶ 90 that this court has jurisdiction.  
17. Interval admits the allegations in ¶ 91 that this court has personal jurisdiction over Interval.  
18. Interval admits the allegations in ¶ 92 that venue is proper in this Judicial District.

**COUNT I**

**(Declaratory Judgment of Invalidity of the ‘507 Patent)**

19. Interval incorporates by reference its responses to paragraphs 90 to 92 as if fully set forth herein.  
20. Interval denies the allegations in ¶ 94.  
21. Interval admits the allegations in ¶ 95 that it alleges that YouTube infringes one or more claims of the ‘507 patent, that YouTube contends that the ‘507 patent is invalid, and therefore an actual controversy exists between Interval and YouTube regarding the ‘507 patent.  
22. Interval denies the allegations in ¶ 96.

1 23. Interval denies the allegations in ¶ 97.

2 **COUNT II**

3 **(Declaratory Judgment of Invalidity of the ‘682 Patent)**

4 24. Interval incorporates by reference its responses to paragraphs 90 to 97 as if fully set forth  
5 herein.

6 25. Interval denies the allegations in ¶ 99.

7 26. Interval admits the allegations in ¶ 100 that it alleges that YouTube infringes one or more  
8 claims of the ‘682 patent, that YouTube contends that the ‘682 patent is invalid, and therefore an  
9 actual controversy exists between Interval and YouTube regarding the ‘682 patent.

10 27. Interval denies the allegations in ¶ 101.

11 28. Interval denies the allegations in ¶ 102.

12 **COUNT III**

13 **(Declaratory Judgment of Non-Infringement of the ‘507 Patent)**

14 29. Interval incorporates by reference its responses to paragraphs 90 to 102 as if fully set forth  
15 herein.

16 30. Interval admits the allegations in ¶ 104 that it alleges that YouTube infringes one or more  
17 claims of the ‘507 patent, and that YouTube denies those allegations.

18 31. Interval admits the allegations in ¶ 105 that an actual controversy exists between Interval  
19 and YouTube over the alleged infringement of the ‘507 patent.

20 32. Interval denies the allegations in ¶ 106.

21 33. Interval denies the allegations in ¶ 107.

22 **COUNT IV**

23 **(Declaratory Judgment of Non-Infringement of the ‘682 Patent)**

24 34. Interval incorporates by reference its responses to paragraphs 90 to 107 as if fully set forth  
25 herein.

26 35. Interval admits the allegations in ¶ 109 that it alleges that YouTube infringes one or more  
27 claims of the ‘682 patent, and that YouTube denies those allegations.

1 36. Interval admits the allegations in ¶ 110 that an actual controversy exists between Interval  
2 and YouTube over the alleged infringement of the '682 patent.

3 37. Interval denies the allegations in ¶ 111.

4 38. Interval denies the allegations in ¶ 112.

5 **PRAYER FOR RELIEF**

6 39. In response to YouTube's Prayer for Relief, Interval denies that YouTube is entitled to  
7 relief of any kind.

8 **REQUEST FOR RELIEF**

9 40. WHEREFORE, Interval respectfully requests judgment of the Court against YouTube as  
10 follows:

11 (a) Dismissal of YouTube's counterclaims with prejudice;

12 (b) Declaration that YouTube has infringed, directly and/or indirectly, U.S. Patent  
13 Nos. 6,263,507 and 6,757,682;

14 (c) Awarding the damages arising out of YouTube's infringement of U.S. Patent Nos.  
15 6,263,507 and 6,757,682, to Interval, together with prejudgment and post-judgment interest, in an  
16 amount according to proof;

17 (d) Permanently enjoining YouTube and its respective officers, agents, employees,  
18 and those acting in privity with them, from further infringement, including contributory  
19 infringement and/or inducing infringement, of U.S. Patent Nos. 6,263,507 and 6,757,682, or in  
20 the alternative, awarding a royalty for post judgment infringement;

21 (e) Awarding attorney's fees pursuant to 35 U.S.C. § 285 or as otherwise permitted by  
22 law; and

23 (f) Awarding such other costs and further relief as the Court may deem just and  
24 proper.

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26 Dated: February 7, 2011

/s/ Matthew R. Berry

Justin A. Nelson  
WA Bar No. 31864

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**CERTIFICATE OF SERVICE**

I hereby certify that on February 7, 2011, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following counsel of record:

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